

Service Terms

1. This Agreement

Consumer Intelligence Group Inc. ("CIG") agrees to provide the licensee with consumer and market profiling services through the Intelligent View online system (iView) on these terms. In these service terms, (i) "you" and "your" means the person or company accepting billing and payment responsibility for iView. We will not have a binding agreement until CIG has activated your account on iView.

2. Charges and Payment

All service use and access fees and other charges, including taxes, are due and payable as specified by CIG on invoices to you or the person or company paying the bill or as otherwise arranged with you by CIG. Charges will be deemed to be correct if not disputed by you within thirty (30) days of the invoice date. Your service use, access fees and other charges will continue until your iView is terminated in writing to CIG. If your account credentials are stolen, you must pay all monthly and other charges for the use of iView up to the time that CIG is properly notified. All amounts not paid by the due date are overdue and you must also pay a late payment charge of 2% per month (26.82% per annum) on all overdue amounts. A returned payment administration fee (\$75) will be charged on your next invoice for any payments not honoured by a financial institution. Usage is charged on a per module per run basis. Report runs may consist of several modules based on those selected by the user. For example; a customer profile report consisting of a demographic module, media module and travel module compared to the Toronto market would constitute a three module run. Running the same profile against the Calgary market would constitute an additional three runs. Additional fees may apply for any requested changes to user or corporate accounts outside options available in the user account settings.

3. Prepaid Service

When you make a prepaid deposit, you get the value as prepaid credits in your CIG account. Prepaid credits are valid for use until expiration as communicated to you at the time of deposit. Module rates are established at time of deposit of prepaid credits into your account. Other prepaid rates are subject to change without notice. Prepaid credits are non-refundable and non-transferable. Upon expiry of all prepaid credits your CIG account will show a zero balance for iView.

4. Deposit

Under certain circumstances, CIG may require a security deposit from you. If a deposit is required and your CIG account is kept current for the required time, CIG will return the deposit to you by applying the deposited amount to your CIG account. Otherwise, CIG will refund the deposit to you (subject to paragraph 2 above) upon cancellation of your CIG account, retaining only the amount then owed by you. If the deposit is applied in whole or in part to pay an overdue account, you must replenish the deposit within ten business days of the date appearing on the notice informing you of the payment.

5. Use of iView

You will use iView in compliance with law and with service rules adopted by CIG from time to time. You will use iView for customary profiling and analysis purposes only. Likewise, you will not: use iView for anything other than your own individual use; resell iView; receive any charge or benefit for the use of iView or provide Internet access or any other feature of iView to any third party; share or transfer your service without our express consent. Equipment and software may have to meet certain CIG standards and be maintained in certain ways in order to access iView or for the proper operation of iView. Such standards may change from time to time at CIG's sole discretion. Unless otherwise advised by CIG, you are solely responsible for updating and maintaining your equipment and software as necessary to meet CIG standards. You agree that CIG may suspend or restrict iView temporarily if we reasonably believe it is desirable or necessary to do so to maintain, restore or repair any part of iView, or for other business reasons. You agree and shall permit CIG to do the foregoing activities as required and without notice. While such activities are undertaken, iView will not be available. We will try to do such work at times that will cause the least inconvenience.

6. No Warranties

To the fullest extent permitted by law, iView is provided on an "as is" and "as available" basis. Your use of iView is at your sole risk. CIG does not guarantee timely, secure, error-free or uninterrupted service or receipt of material or messages transmitted over or through CIG's systems or other companies or in respect of the Internet. iView may fail or be interrupted for reasons including, but not limited to, environmental conditions, technical limitations, defects or failures, limitations of the systems of other telecommunications companies, emergency or public safety requirements, or causes beyond CIG's reasonable control. To the fullest extent permitted by law, CIG disclaims all warranties and conditions (express, implied or statutory) relating to iView.

7. Limitation of Liability

To the fullest extent permitted by law, CIG will not be liable to you or any other person for any damages (direct, indirect, consequential or other, including physical injury, death or damage to your property or premises), expenses, loss of profits, loss of earnings, loss of business opportunities, loss of data, or other similar loss, arising out of or in connection with the provision, use or failure of iView, or any equipment used with iView, whether caused by negligence or otherwise, and whether claimed in contract, tort or otherwise.

8. Indemnity

You will indemnify CIG from all losses, expenses and all manner of actions, claims and judgments sustained by or made against CIG in connection with your use or misuse of iView or violation of these service terms.

9. Termination/Suspension of Service

Unless otherwise agreed, you may terminate your service at any time by providing CIG with thirty (30) days' notice. CIG may suspend or terminate iView and this agreement, and any other agreement with you for services, at any time, without any notice or liability: if you fail to pay any amount when due (including any required deposit); if CIG, in its sole discretion, considers you an unacceptable credit risk and you fail to provide a security deposit acceptable to CIG; if you are in default under these service terms or any other agreement between you and CIG, a CIG dealer or any assignee; or if CIG reasonably foresees (the occurrence of any such events. If service is terminated for any reason, you will remain liable for all accrued fees and charges.

10. Confidentiality and Privacy

Unless you provide express consent or disclosure is pursuant to a legal power, all information kept by CIG in respect of iView regarding you or your organization is confidential and may not be disclosed by CIG to anyone other than: you or a person who in the reasonable judgment of CIG is seeking the information as your agent; another company providing services to CIG, but only if the information is to be used for the establishment of, or the efficient and cost effective provision of, service and the disclosure is made on a confidential basis with the information to be used only for that purpose; an agent used by CIG to evaluate your credit or collect outstanding balances owed to CIG by you, if the agent requires the information and agrees to use the information only for that purpose; a law enforcement agency if CIG reasonably believes that you or anyone using iView is engaged in fraudulent or unlawful activities. Express consent may be taken to be given by you where you provide: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of an; electronic confirmation via the Internet; oral consent, where an audio recording of the consent is retained by CIG; or consent through other methods, as long as an objective documented record of your consent is created by you or by an independent third party. CIG's liability for disclosure of information contrary to these service terms is not limited by the limitation of liability set out above. You may inspect any CIG records related to the provision of your service, provided that you pay CIG's related extraordinary costs.

11. Content

CIG has the right, but not the obligation, to monitor or log any CIG Internet site or use of iView. You consent to any such monitoring and logging that is necessary to satisfy any law, regulation or other government request, or to enhance operating efficiencies, improve service levels, assess client satisfaction, or protect CIG or its clients from unwanted use of certain services or applications. CIG reserves the right to delete, remove or block access to any Internet capability, content, information or third party products or services available or transmitted through iView that CIG, in its sole discretion, believes is unacceptable or in violation of these service terms. You acknowledge that CIG may store your user content on CIG' or CIG' service providers' facilities for the purposes of you accessing such content, or others that you wish to have access such content, but that if such user content is not accessed within a certain period of time (not less than thirty (30) days from the last access unless you are informed otherwise) or if your services terminate, CIG may delete such user content without notice to you.

12. Your Account, Equipment and Online Services

You are responsible for maintaining the confidentiality of your CIG account, (including all login names and passwords) and you are similarly responsible for all uses of your CIG account whether or not such uses are actually authorized by you. You shall protect your account against loss, unauthorised use. If you suspect unauthorised use you must contact CIG so that steps may be taken to prevent or cease unauthorised use. CIG may, in its sole discretion, alter, limit or delete any part of the online services at any time. CIG is not responsible for any act or omission of any third party service, application or content providers.

13. Arbitration

If you are a business client in Ontario or Québec, or reside anywhere else in Canada, any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future - except for the collection from you of any amount by CIG) arising out of or relating to: (a) this agreement; (b) iView; (c) oral or written statements, or advertisements or promotions relating to this agreement or to a product or service; or (d) the relationships which result from this agreement (including relationships with third parties who are not parties to this agreement), (each, a "Claim") will be referred to and determined by private and confidential mediation before a single mediator chosen by the parties and at their joint cost. Should the parties after mediation in good faith fail to reach a settlement, the issue between them shall then be determined by private, confidential and binding arbitration by the same person originally chosen as mediator. Either party may commence court proceedings to enforce the arbitration result when an arbitration decision shall have been rendered and thirty (30) days have passed from the date of such decision. By so agreeing, you waive any right you may have to commence or participate in any class action against CIG related to any Claim and, where applicable, you hereby agree to opt out of any class proceeding against CIG otherwise commenced. If you have a Claim you should give notice to mediate and arbitrate to CIG, 431 Richmond Street East, Toronto, Ontario M5A 1R1, Attention: Partner, Operations and Client Service. If we have a Claim we will give you notice to mediate/arbitrate at your last known address of record. Mediation and arbitration of Claims will be conducted in such forum and pursuant to such rules as you and we agree upon, and failing agreement will be conducted by one mediator-arbitrator pursuant to the laws and rules relating to commercial arbitration in the province in which (we?) reside that are in effect on the date of the notice to mediate and arbitrate. Some jurisdictions may not allow the use of compulsory mediation or arbitration or the waiver of rights to participate in a class action. If applicable law renders clauses requiring mandatory mediation or arbitration or the exclusion of the right to participate in a class action void, the provisions of this section shall be subject to severance in accordance with Section 14 of this agreement.

14. General

These service terms shall be governed by and construed in accordance with the laws of the province of Ontario. You must not assign this agreement without CIG's written consent in advance. If you are a



business, corporation or other person payment responsible on any multi-user CIG account, then you and the individual user of iView shall be jointly responsible for all obligations in these service terms, individually and together. If any part of this agreement is void, prohibited or unenforceable, the agreement shall be construed as if such part had never been part of the agreement. This agreement shall enure to the benefit of and bind the successors, assigns and personal representatives of you and CIG.

15. Language

The parties have required that these service terms and all documents or notices resulting there from or ancillary thereto be drawn up in the English language. Les parties aux présentes ont demandé que ce contrat et tous les documents ou avis en résultant ou y étant assujettis soient rédigé en langue anglaise.

16. Legal Name

CIG is a business name of Consumer Intelligence Group Inc.